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**UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA**

ENTROPIC COMMUNICATIONS, LLC,  
Plaintiff,  
v.  
COX COMMUNICATIONS, INC., *et al.*,  
Defendants.

Case No. 2:23-cv-1049-JWH-KES  
(Lead Case)  
Case No. 2:23-cv-1050-JWH-KES  
(Related Case)

ENTROPIC COMMUNICATIONS, LLC,  
Plaintiff,  
v.  
COMCAST CORPORATION, *et al.*,  
Defendants.

**SUPPLEMENT TO FIRST  
AMENDED COMPLAINT  
AGAINST COX DEFENDANTS**

## **DEMAND FOR JURY TRIAL**

1 Plaintiff, Entropic Communications, LLC (“Entropic”) submits this supplement  
2 to its complaint for patent infringement against Cox Communications, Inc., CoxCom,  
3 LLC, and Cox Communications California, LLC. Plaintiff’s Proposed First Amended  
4 Complaint for Patent Infringement Against Comcast submitted herewith is incorporated  
5 by reference.<sup>1</sup>

6 **COMCAST’S POST-SUIT WILLFUL INFRINGEMENT OF THE**  
7 **ASSERTED PATENTS**  
8 **COUNT IX**  
9 **(Infringement of the ’275 Patent)**

10 1. Entropic served an infringement contention claim chart for the ’275 Patent  
11 on November 3, 2023.

12 2. The ’275 Patent duly issued on October 10, 2023 from an application filed  
13 September 30, 2022, an application filed July 12, 2022, an application filed January 28,  
14 2022, an application filed March 30, 2021, an application filed June 4, 2019, an  
15 application filed October 24, 2017, an application filed November 23, 2015, an  
16 application filed February 10, 2015, an application filed August 8, 2013, an application  
17 filed April 19, 2010, and, *inter alia* a provisional application filed April 17, 2009.

18 3. Entropic owns all substantial rights, interest, and title in and to the ’275  
19 Patent, including the sole and exclusive right to prosecute this action and enforce the  
20 ’275 Patent against infringers and to collect damages for all relevant times.

21 4. The ’275 Patent generally describes a wideband receiver system that  
22 digitizes an input signal, selects desired channels from the digitized signal, and outputs  
23

24  
25 <sup>1</sup> This supplemental pleading is intended to incorporate all allegations in the proposed  
26 first amended complaint that occur on or after the filing of the original complaint. If,  
27 for any reason, any such allegations are inadvertently omitted from this pleading, that  
28 will be remedied in the final filing made following any grant of the motion for leave to  
amend and supplement.

1 the selected desired channels for demodulation. A true and accurate copy of the '275  
2 Patent is attached hereto as Exhibit 18.

3 5. The '275 Patent is directed to patent-eligible subject matter pursuant to  
4 35 U.S.C. § 101.

5 6. The '275 Patent is valid and enforceable, and presumed as such, pursuant  
6 to 35 U.S.C. § 282.

7 7. Cox deploys one or more of the Accused Set Top Products in connection  
8 with operating and providing the Accused Services.

9 8. The Accused Set Top Products deployed by Cox to customer premises  
10 remain the property of Cox while deployed.

11 9. The Accused Set Top Products operate while deployed in a manner  
12 controlled and intended by Cox.

13 10. As set forth in the attached nonlimiting claim chart (Exhibit 19), Cox has  
14 directly infringed and is infringing at least Claims 1, 2, 5, 7, 8, 10-12, 15, 17, 18, and  
15 20 of the '275 Patent by using, selling, and/or offering for sale the Accused Services  
16 through the Accused Set Top Products.

17 11. Each aspect of the functioning of the Accused Set Top Products described  
18 in the claim chart operates while deployed to customer premises in a manner controlled  
19 and intended by Cox.

20 12. Cox provides no software, support, or other facility to customers to modify  
21 any aspect of the functioning described in the claim chart of the Accused Set Top  
22 Products while deployed to customer premises.

23 13. Cox directly infringes at least Claims 1, 2, 5, 7, 8, 10-12, 15, 17, 18, and  
24 20 of the '275 Patent by using, importing, selling, and/or offering for sale the Accused  
25 Set Top Products (for example, the Arris AX013ANM STB) and/or the Accused  
26 Services (for example, digitizing and selecting desired television channels from an input  
27 signal).

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14. The use of the Accused Services through the Accused Set Top Products by Cox to, for example, demonstrate products in brick-and-mortar stores at 66234 Irvine Blvd., Irvine, California 92620; 6771 Quail Hill Pkwy., Irvine, California 92603; 23704 El Toro Rd., Lake Forest, California 92630; 27321 La Paz Rd. Suite B, Laguna Niguel, California 92677; 30652 Santa Margarita Pkwy. F-101B, Rancho Santa Margarita, California 92688, or to, for example, test those products, constitute acts of direct infringement of at least Claims 1, 2, 5, 7, 8, 10-12, 15, 17, 18, and 20 of the '275 Patent.

15. Customers and subscribers of Cox infringe at least Claims 1, 2, 5, 7, 8, 10-12, 15, 17, 18, and 20 of the '275 Patent by using the claimed method, at least during receipt of the Accused Services utilizing, for example, the Accused Set Top Products.

16. The Accused Set Top Products have no substantial noninfringing uses. When an end user uses the Accused Set Top Products to receive the Accused Services, the end user directly infringes at least Claims 1, 2, 5, 7, 8, 10-12, 15, 17, 18, and 20 of the '275 Patent. The Accused Set Top Products are especially made or especially adapted for use in an infringing manner.

17. Entropic has been damaged as a result of the infringing conduct alleged above. Cox is liable to Entropic in an amount that compensates Entropic for Cox's infringement, which by law cannot be less than a reasonable royalty, together with interest and costs as fixed by this Court under 35 U.S.C. § 284.

18. Entropic is aware of no obligation to mark any instrumentality with the  
'275 Patent in accordance with 35 U.S.C. § 287..

## COUNT X

## **(Infringement of the '438 Patent)**

19. Entropic served an infringement contention claim chart for the '438 Patent on November 3, 2023.

20. Cox had knowledge of the '438 Patent no later than its receipt of Entropic's infringement contention claim charts served on November 3, 2023.

1        21. Cox has been aware that it infringes the '438 Patent no later than its receipt  
2 of Entropic's infringement contention claim charts served on November 3, 2023.

3        22. Cox has known of or has been willfully blind to the '438 Patent since  
4 before the November 3, 2023 infringement contention claim charts were served.

5       23. Cox has been aware that it infringes the '438 Patent since at least as early  
6 as receipt of Entropic's November 3, 2023 infringement contention claim charts. Since  
7 obtaining knowledge of the '438 Patent and its infringing activities, Cox has failed to  
8 cease its infringing activities.

9       24. Cox's infringement of the '438 Patent is, has been, and continues to be  
10 willful, intentional, deliberate, and/or in conscious disregard for Entropic's rights under  
11 the patent.

Dated: December 15, 2023

Respectfully submitted,

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